

# EXHIBIT E

**EXHIBIT**

# 2 3-4-25 SB

**FILED**

MAY 17 1984

JOHN A. WOODWARD, COUNTY CLERK  
*Carol A. Burger*  
BY CAROL A. BURGER, DEPUTY

JEFFER, MANGELS & BUTLER  
ROBERT E. MANGELS  
NEIL C. ERICKSON  
1900 Avenue of the Stars  
Fourth Floor  
Los Angeles, California 90067  
Telephone: (213) 203-8080  
Attorneys for Plaintiff  
G. BERNARD WORRELL, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

**C498616**

11	G. BERNARD WORRELL, JR., an	)	CASE NO.
12	individual,	)	
13	Plaintiff,	)	COMPLAINT FOR (1) BREACH
14	v.	)	OF WRITTEN CONTRACT;
15	TERCER MUNDO, INC., a California	)	(2) BREACH OF WRITTEN
16	corporation, GEORGE CLINTON.	)	CONTRACT; (3) BREACH OF
17	an individual, NENE MONTEZ, an	)	IMPLIED COVENANT OF GOOD
18	individual, ARCHIE IVY, an	)	FAITH AND FAIR DEALING;
19	individual, and DOES I through	)	(4) ACCOUNT STATED;
20	XX, inclusive,	)	(5) SERVICES PERFORMED;
21	Defendants.	)	(6) MONEY HAD AND RECEIVED;
22		)	(7) ACCOUNTING

Plaintiff G. Bernard Worrell, Jr. ("Worrell") alleges as follows:

ALLEGATIONS COMMON TO ALL CAUSES  
OF ACTION

1. Worrell is, and at all relevant times herein was, an individual and a resident of Union County, New Jersey.



1           2. Defendant Tercer Mundo, Inc. ("Tercer Mundo") is,  
 2 and at all relevant times herein was, a corporation duly organized  
 3 and existing under the laws of the State of California. Worrell  
 4 is informed and believes and, based upon such information and  
 5 belief, alleges that Tercer Mundo maintains its principal place of  
 6 business in Los Angeles County, California. On December 1, 1983,  
 7 Tercer Mundo was suspended by the California Secretary of State.  
 8

9           3. Defendant George Clinton ("Clinton") is, and at all  
 10 relevant times herein was, an individual. Worrell is informed and  
 11 believes and, based upon such information and belief, alleges that  
 12 Clinton is, and at all relevant times herein was, a resident of  
 13 Jackson County, Michigan. Worrell is further informed and  
 14 believes and, based upon such information and belief, alleges that  
 15 Clinton conducts business, owns real and personal property and  
 16 business interests in the State of California.  
 17

18           4. Defendant Nene Montez ("Montez") is, and at all  
 19 relevant times herein was, an individual. Worrell is informed and  
 20 believes and, based upon such information and belief, alleges that  
 21 Montez is, and at all relevant times herein was, a resident of Los  
 22 Angeles County, California. Worrell is further informed and  
 23 believes and, based upon such information and belief, alleges that  
 24 Montez conducts business, owns real and personal property and  
 25 business interest in the State of California.

26 / / /

27 / / /

28 / / /



1           5. Defendant Archie Ivy ("Ivy") is, and at all relevant  
2 times here was, an individual and a resident of Los Angeles  
3 County, California.

4  
5           6. Worrell is not presently aware of the true names or  
6 capacities, whether individual, associate, corporate or otherwise,  
7 of defendants DOES I through XX, and therefore sues each said  
8 defendants by such fictitious names. Worrell will amend this  
9 complaint to show such true names and capacities when they have  
10 been ascertained.

11  
12           7. Worrell is informed and believes and, based upon  
13 such information and belief, alleges that at all relevant times  
14 herein defendants, and each of them, were agents, servants,  
15 employees or co-participants with each of the remaining defen-  
16 dants, acted in concert with each of the remaining defendants,  
17 acted within the purpose and scope of their respective agency or  
18 employment and were responsible for the damages sustained by  
19 Worrell.

20  
21                   FIRST CAUSE OF ACTION

22                   AGAINST MONTEZ AND IVY

23                   (Breach of Written Contract)

24  
25           8. Worrell realleges and incorporates by reference in  
26 this Cause of Action each and every allegation contained in  
27 paragraphs 1 through 7 hereof as if set forth in full herein.

28       / / /



1           9. On or about January 30, 1981, at Los Angeles,  
2 California, Worrell on the one hand and Montez and Ivy on the  
3 other hand, entered into a written agreement ("January 30, 1981  
4 agreement"). A true and correct copy of the January 30, 1981  
5 agreement is attached hereto as Exhibit "A" and incorporated  
6 herein by this reference. The relevant terms of the January 31,  
7 1981 agreement provide that Montez and Ivy were to pay to Worrell  
8 a total sum of \$50,000 on or before February 28, 1981 in return  
9 for services performed, or to be performed, by Worrell at the  
10 request of Montez and Ivy.

11  
12           10. Worrell has duly performed, or was excused from  
13 performing, all the conditions and covenants imposed on him by the  
14 January 30, 1981 agreement.

15  
16           11. Montez and Ivy have failed and refused to pay all or  
17 any part of the agreed sum to Worrell. Worrell has continually  
18 demanded that Montez and Ivy pay him the money to which he is  
19 entitled under the January 30, 1981 agreement, but Montez and Ivy  
20 continue to fail and refuse to pay such monies.

21  
22           12. Worrell has been damaged by the failure and refusal  
23 of Montez and Ivy to perform their obligations under the  
24 January 30, 1981 agreement in a sum of at least \$50,000, together  
25 with interest on such sum at the legal rate from February 28,  
26 1981.

27 / / /

28 / / /



SECOND CAUSE OF ACTION

AGAINST ALL DEFENDANTS

(Breach of Written Contract)

13. Worrell realleges and incorporates by reference in this Cause of Action each and every allegation contained in paragraphs 1 through 7 hereof as if set forth in full herein.

14. On or about September 9, 1982, at Los Angeles, California, Worrell on the one hand and defendants on the other hand entered into a written agreement ("September 9, 1982 agreement") which memorialized Worrell's prior understanding that defendants would pay Worrell for services he performed at defendants' request. A true and correct copy of the September 9, 1982 agreement is attached hereto as Exhibit "B" and incorporated herein by this reference. The relevant terms of the September 9, 1982 agreement provide that defendants pay to Worrell a total sum of \$130,000, payable as follows: (1) Worrell was to receive from defendants five percent (5%) of all gross sums of money received by defendants or defendants' related companies from the date of the agreement within seven days after any such monies were first received by defendants; (2) notwithstanding the provisions of (1), in no event was Worrell to receive less than \$30,000 during each of three successive six month periods beginning October 1, 1982, and \$40,000 in the fourth six month period after October 1, 1982. The September 9, 1982 agreement also preserves Worrell's legal rights and remedies to enforce the September 9, 1982 agreement following 90 days written notice to defendants. On October 10,



1 1983, written demand for payment and notice of Worrell's intent to  
2 pursue legal remedies was given to defendants in a letter from  
3 Worrell's attorney to defendants' attorney. A true and correct  
4 copy of the October 10, 1983 letter is attached hereto as Exhibit  
5 "C" and incorporated herein by this reference.

6  
7 15. Worrell has duly performed, or was excused from per-  
8 forming, all the conditions and covenants imposed on him by the  
9 September 9, 1982 agreement.

10  
11 16. Defendants have failed and refused to pay all or any  
12 part of the agreed sum to Worrell. Worrell has continually  
13 demanded that defendants pay him the money to which he is entitled  
14 under the September 9, 1982 agreement and to render a proper  
15 accounting to Worrell, but defendants continue to fail and refuse  
16 to pay such monies or to render any accounting whatsoever.

17  
18 17. Worrell has been damaged by the failure and refusal  
19 of defendants to perform their obligations under the September 9,  
20 1982 agreement in a sum of at least \$130,000, together with  
21 interest on such sum at the legal rate from October 1, 1982.

22 / / /

23 / / /

24 / / /

25 / / /

26 / / /

27 / / /

28 / / /



THIRD CAUSE OF ACTION

AGAINST ALL DEFENDANTS

(Breach of Implied Covenant of Good  
Faith and Fair Dealing)

18. Worrell realleges and incorporates by reference in this Cause of Action each and every allegation contained in paragraphs 1 through 17 hereof as if set forth in full herein.

19. Every contract was an implied covenant requiring the parties to act in good faith and deal fairly with each other, to refrain from doing anything that would render performance of the contract impossible and to do everything that the contract presupposed the parties would do to accomplish the purposes of the contract. Defendants breached the implied covenant of good faith and fair dealing contained in the January 30, 1981 and September 9, 1982 agreements by acting in the manner alleged herein.

20. As a proximate result of defendants' breach of the implied covenant of good faith and fair dealing, Worrell has been injured in the sum of at least \$180,000, plus interest at the legal rate according to proof.

/ / /

/ / /

/ / /

/ / /

/ / /



1 FOURTH CAUSE OF ACTION

2 AGAINST ALL DEFENDANTS

3 (Account Stated)

4  
5 21. Worrell realleges and incorporates by reference in  
6 this Cause of Action each and every allegation contained in  
7 paragraphs 1 through 7 hereof as if set forth in full herein.  
8

9 22. On or about January 30, 1981 and September 9, 1982,  
10 at Los Angeles, California, accounts were stated in writing by and  
11 between Worrell on the one hand and defendants on the other  
12 hand. True and correct copies of the written accounts are  
13 attached hereto as Exhibits "A" and "B", respectively, and  
14 incorporated herein by this reference. The written accounts state  
15 that sums of \$50,000 and \$130,000, respectively, are due Worrell  
16 from defendants.  
17

18 23. Although Worrell has made both written and oral  
19 demand for payment, defendants have failed and refused to pay all  
20 or any part of the agreed sums to Worrell.  
21

22 24. There is now due, owing and unpaid from defendants  
23 to Worrell the sums of at least \$50,000, together with interest on  
24 such sum at the legal rate from February 28, 1981, and at least  
25 \$130,000, together with interest on such sum at the legal rate  
26 from October 1, 1982, for a total sum of at least \$180,000, plus  
27 interest as alleged.

28 / / /



FIFTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS

(Services Performed)

25. Worrell realleges and incorporates by reference in this Cause of Action each and every allegation contained in paragraphs 1 through 7 hereof as if set forth in full herein.

26. Within the last four years, defendants became indebted to Worrell in the total sum of at least \$180,000 for services performed by Worrell at the special request of defendants, namely, among others, as a recording artist, co-producer, session leader, writer/composer/arranger and entertainer.

27. No part of the above sum has been paid by defendants to Worrell, although demand therefor has been made to defendants, and there is now due, owing and unpaid at least \$180,000, together with interest on such sum at the legal rate according to proof.

SIXTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS

(Money Had And Received)

28. Worrell realleges and incorporates by reference in this Cause of Action each and every allegation contained in paragraphs 1 through 7 hereof as if set forth in full herein.

///



1           29. Within the last four years, defendants became in-  
2 debted to Worrell in a total sum of at least \$180,000 for money  
3 had and received by defendants for the use of Worrell. Said sum  
4 was wrongfully had and received by defendants as a result of  
5 services performed by Worrell at the special request of  
6 defendants, namely, among others, as a recording artist, co-  
7 producer, session leader, writer/composer/arranger and  
8 entertainer.

9  
10           30. No part of the above sum has been paid by defendants  
11 to Worrell, although demand therefor has been made to defendants,  
12 and there is now due, owing and unpaid at least \$180,000, together  
13 with interest on such sum at the legal rate according to proof.

14  
15                           SEVENTH CAUSE OF ACTION

16                           AGAINST ALL DEFENDANTS

17                           (Accounting)

18  
19           31. Worrell realleges and incorporates by reference in  
20 this Cause of Action each and every allegation contained in para-  
21 graphs 1 through 7 hereof as if set forth in full herein.

22  
23           32. There exists a balance due from defendants payable  
24 to Worrell, the exact amount of said sum cannot be ascertained by  
25 Worrell. Said sum cannot be ascertained due to the fact that the  
26 records of sales and receipts, acceptance by customers, payments  
27 and all other relevant information needed for determining the  
28 balance due to Worrell are within the sole custody and control of



1 defendants. An accounting is needed in order to ascertain with  
2 certainty the exact sum due and owing to Worrell.

3  
4 WHEREFORE, Worrell prays for judgment as follows:

5  
6 FIRST CAUSE OF ACTION

7 AGAINST MONTEZ AND IVY

8  
9 1. For damages in the sum of at least \$50,000, plus  
10 interest on such sum at the legal rate from February 28, 1981.

11  
12 SECOND CAUSE OF ACTION

13 AGAINST ALL DEFENDANTS

14  
15 2. For damages in the sum of at least \$130,000, plus  
16 interest on such sum at the legal rate from October 1, 1982.

17  
18 THIRD CAUSE OF ACTION

19 AGAINST ALL DEFENDANTS

20  
21 3. For damages in the sum of at least \$180,000, plus  
22 interest on such sum at the legal rate according to proof.

23  
24 FOURTH CAUSE OF ACTION

25 AGAINST ALL DEFENDANTS

26  
27 4. For damages in the sum of at least \$180,000, plus  
28 interest on such sum at the legal rate according to proof.



1 FIFTH CAUSE OF ACTION

2 AGAINST ALL DEFENDANTS

3  
4 5. For damages in the sum of at least \$180,000, plus  
5 interest on such sum at the legal rate according to proof.

6  
7 SIXTH CAUSE OF ACTION

8 AGAINST ALL DEFENDANTS

9  
10 6. For damages in the sum of at least \$180,000, plus  
11 interest on such sum at the legal rate according to proof.

12  
13 SEVENTH CAUSE OF ACTION

14 AGAINST ALL DEFENDANTS

15  
16 7. For an accounting to determine with certainty the  
17 balance due and owing to Worrell.

18  
19 ALL CAUSES OF ACTION

20  
21 8. For attorneys' fees;

22  
23 9. For costs of suit incurred; and

24 / / /

25 / / /

26 / / /

27 / / /

28 / / /



1           10. For such other and further relief as the Court deems  
2 just and proper.

3  
4           JEFFER, MANGELS & BUTLER  
5           ROBERT E. MANGELS  
6           NEIL C. ERICKSON

7  
8           By Neil C. Erickson  
9                       NEIL C. ERICKSON  
10           Attorneys for Plaintiff  
11           G. BERNARD WORRELL, JR.  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## VERIFICATION

STATE OF ~~CALIFORNIA, COUNTY OF~~ NEW JERSEY

I have read the foregoing COMPLAINT FOR (1) BREACH OF CONTRACT; (2) BREACH OF WRITTEN CONTRACT;  
 (3) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; (4) ACCOUNT STATED;  
 (5) SERVICES PERFORMED; (6) MONEY HAD AND RECEIVED; (7) ACCOUNTING and know its contents.  
 X CHECK APPLICABLE PARAGRAPH

☒ I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner ☐ a \_\_\_\_\_ of \_\_\_\_\_

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing document and know its contents. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for \_\_\_\_\_

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document and know its contents. I am informed and believe and on that ground allege that the matters stated in it are true.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on April 20, 19 84, at Plainfield, New Jersey ~~California~~

*G. Bernard Worrell, Jr.*

Signature

G. Bernard Worrell, Jr.

## ACKNOWLEDGMENT OF RECEIPT OF DOCUMENT

(other than summons and complaint)

Received copy of document described as \_\_\_\_\_

on \_\_\_\_\_, 19 \_\_\_\_\_

Signature: \_\_\_\_\_

## PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

I am employed in the county of \_\_\_\_\_, State of California.

I am over the age of 18 and not a party to the within action; my business address is: \_\_\_\_\_

On \_\_\_\_\_, 19 \_\_\_\_\_, I served the foregoing document described as \_\_\_\_\_

on \_\_\_\_\_

in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at: \_\_\_\_\_

addressed as follows: \_\_\_\_\_

(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at \_\_\_\_\_, California.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

☐ Executed on \_\_\_\_\_, 19 \_\_\_\_\_ at \_\_\_\_\_, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Jan 30, '81

We, the undersigned, to  
agree and contract to  
pay to Bernie Worrell  
the sum of \$50,000  
(Fifty Thousand Dollars)  
to be paid on account  
towards the audit. Balance  
due in one month.

Nene Montez  
NENE MONTEZ

Archie Ivy  
ARCHIE IVY

Judie Worrell  
Judie Worrell

WITNESS:

B. Worrell

Alvin Nelson  
Alvin Nelson



Tercer Mundo, Inc.  
270 North Canyon Drive  
Beverly Hills, California

September 9, 1982

Mr. Bernie Worrell  
956 Melrose Place  
Plainfield, New Jersey 07063

Dear Mr. Worrell:

Notwithstanding anything to the contrary contained in the General Release Agreement between Bernie Worrell, Thang, Inc., Malbiz Music, Inc. and George Clinton dated September 9, 1982. The following shall constitute our understanding with respect to sums owed to you for past services rendered to us, George Clinton and to all of Mr. Clinton's related companies. We agree to pay to you for said services rendered the sum of \$130,000. payable as follows:

(1) We shall pay to you 5% of all gross sums of money received by us on behalf of Clinton and or Clinton's related companies that we received within seven days after receipt by us of any such monies.

(2) Notwithstanding the foregoing, in no event shall you receive less than \$30,000. during each six month period commencing October 1, 1982 and in the fourth sixth month period after October 1, 1982, you shall not receive less than \$40,000.

In the event we do not meet the payment schedule provided hereinabove, you shall have the right to exercise any legal rights or remedies at law you may choose in order to secure said \$130,000. which is due and owing to you from us, George Clinton or any of George Clinton's related companies. However, before you exercise said legal rights or remedies, you must notify us in writing of your intent to do so and we shall have ninety (90) days from the date of such written notice to pay you the sum owing as of that date.

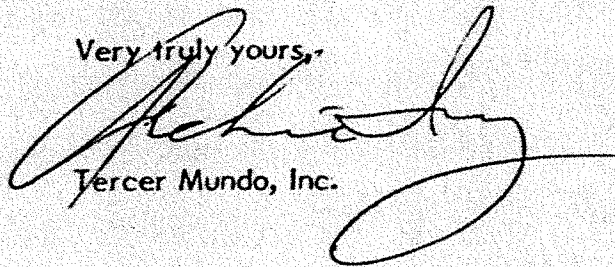
We recognize that your personal contribution to future recordings and musical



activities to George Clinton and related companies is necessary for us to be able to fulfill our obligations in this agreement. In order to secure your services in the future, you and us will negotiate in good faith with respect to any and all services to be rendered by you to us from this day forward. We shall give you reasonable notice with respect to any of your services which we wish you to render to us. However, any services so rendered by you to us shall be pursuant to terms and conditions mutually agreeable to you and us.

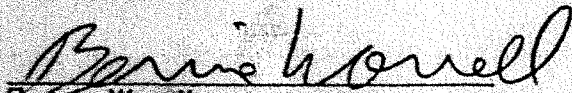
If the following is acceptable, kindly execute this letter of agreement wherein indicated below.

Very truly yours,



Tercer Mundo, Inc.

Accepted and Agreed To:



Bernie Worell



GRUBMAN INDURSKY & SCHINDLER, P. C.  
ATTORNEYS AT LAW

ALLEN J. GRUBMAN  
ARTHUR I. INDURSKY  
PAUL D. SCHINDLER  
STEPHEN L. KOPITKO  
HENRY B. GOLDSTEIN

ROBERT H. FLAX  
JUDY H. TINT

575 MADISON AVENUE  
NEW YORK, N. Y. 10022

TELEPHONE 212-686-6600  
TELEX 426104 AJO

October 10, 1983

Mr. Robert Besser  
1901 Avenue of the Stars  
Suite 888  
Los Angeles, California 90067

Re: Bernie Worrell/George Clinton

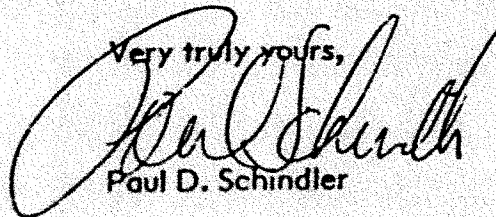
Dear Bob:

There is a substantial amount of money due Bernie Worrell from George Clinton. On June 30, I sent you a letter with a copy of the settlement agreement. I have not heard from you since then. Please call me to work out a payment schedule.

If I do not hear from you I will have to take other steps to procure this money for Bernie.

With best regards.

Very truly yours,



Paul D. Schindler

PDS:md

cc: Bernie Worrell



Tercer Mundo, Inc.  
270 North Canyon Drive  
Beverly Hills, California

September 9, 1982

Mr. Bernie Worrell  
956 Melrose Place  
Plainfield, New Jersey 07063

Dear Mr. Worrell:

Notwithstanding anything to the contrary contained in the General Release Agreement between Bernie Worrell, Thang, Inc., Malbiz Music, Inc. and George Clinton dated September 9, 1982. The following shall constitute our understanding with respect to sums owed to you for past services rendered to us, George Clinton and to all of Mr. Clinton's related companies. We agree to pay to you for said services rendered the sum of \$130,000. payable as follows:

(1) We shall pay to you 5% of all gross sums of money received by us on behalf of Clinton and or Clinton's related companies that we received within seven days after receipt by us of any such monies.

(2) Notwithstanding the foregoing, in no event shall you receive less than \$30,000. during each six month period commencing October 1, 1982 and in the fourth sixth month period after October 1, 1982, you shall not receive less than \$40,000.

In the event we do not meet the payment schedule provided hereinabove, you shall have the right to exercise any legal rights or remedies at law you may choose in order to secure said \$130,000. which is due and owing to you from us, George Clinton or any of George Clinton's related companies. However, before you exercise said legal rights or remedies, you must notify us in writing of your intent to do so and we shall have ninety (90) days from the date of such written notice to pay you the sum owing as of that date.

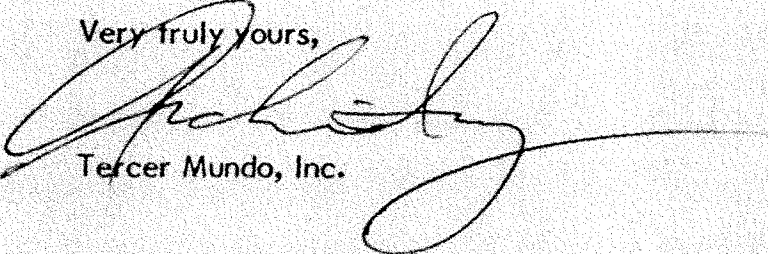
We recognize that your personal contribution to future recordings and musical



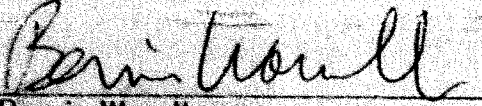
activities to George C. [redacted] and related companies is necessary for us to be able to fulfill our obligations in this agreement. In order to secure your services in the future, you and us will negotiate in good faith with respect to any and all services to be rendered by you to us from this day forward. We shall give you reasonable notice with respect to any of your services which we wish you to render to us. However, any services so rendered by you to us shall be pursuant to terms and conditions mutually agreeable to you and us.

If the following is acceptable, kindly execute this letter of agreement wherein indicated below.

Very truly yours,

  
Tercer Mundo, Inc.

Accepted and Agreed To:

  
Bernie Worell